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Attorneys for City National Bank

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

In re

A.F. EVANS COMPANY, INC.,

Debtor.

Case No. 09-41727 EDJ

Chapter 11

**DECLARATION OF JERRY
MCDERMOTT IN SUPPORT OF
MOTION OF CITY NATIONAL
BANK FOR ORDER REQUIRING
DEBTOR TO REMIT SALE
PROCEEDS OF COLLATERAL**

Judge Jellen

**Hearing Date: July 2, 2009
Time: 2:30 p.m.
Ctrm: 215**

I, Jerry McDermott, declare as follows:

1. I am a Vice President of City National Bank, N.A. ("CNB"), a national banking association, in CNB's offices located at 555 South Flower Street, Los Angeles, California 90071.

The following facts are true of my own personal knowledge. If called upon to testify as a witness, I could and would testify competently to the facts hereinafter set forth.

2. I am the CNB loan officer with authority over the files regarding and relationship with A.F. Evans Company, Inc. (the "Debtor"). I maintain the CNB files regarding the Debtor in the

1 normal course of my duties as a Vice President of CNB and I maintain, or oversee the maintenance of
 2 the CNB files regarding the Debtor consistent with the standard practices and procedures of CNB.
 3 Prior to my taking responsibility for the maintenance of CNB's files related to the Debtor, those files
 4 were maintained in the normal course of CNB's business and consistent with the standard practices
 5 and procedures of CNB. I am making this declaration in support of the Motion of City National Bank
 6 for Order Requiring Debtor to Remit Sale Proceeds of Collateral filed in the Debtor's bankruptcy
 7 case ("Motion"). I am the only loan officer or other person within CNB who has been involved in
 8 any pertinent way with the matters set forth in this Declaration and, in particular, with regard to the
 9 Uniform Commercial Code financing statement amendments which are discussed below and which
 10 are the subject of the Motion. The facts concerning the scope of authority that I gave with respect to
 11 amendments to the financing statements perfecting CNB's security interest in the Debtor's assets is
 12 set forth below. Conversely, the facts concerning the unauthorized filing of UCC amendments by an
 13 unknown third party with the "termination" boxes checked are also set forth below. The lack of
 14 authorization for any party to file a UCC amendment with the termination box checked is the subject
 15 of the Motion.

16 3. I have reviewed the "Objection of Official Committee of Unsecured Creditors to
 17 Distribution of Sale Proceeds to City National Bank" filed by the Official Unsecured Creditors'
 18 Committee in the Debtor's bankruptcy case on May 5, 2009, and the declaration of Maxim Litvak
 19 filed in support thereof ("Litvak Declaration"). I have also reviewed the Motion, which sets out
 20 CNB's position in response to the Creditors Committee's objection and the Litvak Declaration.

21 4. Based on my review of CNB's files and on the official records of the California
 22 Secretary of State, on August 9, 2004, CNB filed a Uniform Commercial Code ("UCC")
 23 financing statement (the "CNB Financing Statement") in the Office of the California Secretary of
 24 State. A true and copy of the CNB Financing Statement, as filed, is attached hereto as Exhibit A,
 25 and is also attached as Exhibit A to the Litvak Declaration.

26 5. The CNB Financing Statement perfected the security interest granted by the
 27 Debtor in essentially all personal property of any kind or nature in which the Debtor held an
 28

1 interest, among which were any general or limited partnership interest that the Debtor may have
 2 had in partnerships that held real estate assets that had been developed by the Debtor of its
 3 affiliates and/or which were managed by the Debtor or its affiliates. In December of 2008, I
 4 learned that the Debtor's plans to sell its general partnership interests in Westgate Housing
 5 Associates L.P. ("Westgate") and Greenery Housing Associates, L.P. ("Greenery"), long
 6 projected by the Debtor, might soon come to fruition. In connection with the anticipated sale of
 7 those interests (collectively, the "Westgate-Greenery Sale"), CNB and the Debtor reached an
 8 agreement with regard to the terms upon which CNB would consent to the Westgate-Greenery
 9 Sale. CNB agreed to release from the scope of the CNB Financing Statement, its rights in respect
 10 of Westgate and Greenery, and to permit the Westgate-Greenery Sale to go forward, provided
 11 that CNB would receive \$37,500 of the sale proceeds of the sale of Westgate and \$37,500 of the
 12 sale proceeds of the sale of Greenery (\$75,000 in the aggregate). This reflected a substantial
 13 concession by CNB, because, pursuant to the Forbearance Agreement between CNB and the
 14 Debtor (discussed more fully in the Cash Collateral Stipulation between the Debtor and CNB,
 15 filed in the Debtor's bankruptcy case), CNB would have been entitled to receive 75% of the sale
 16 proceeds, and I was advised by the Debtor that the proceeds of the Westgate-Greenery Sale were
 17 to have been approximately \$875,000. In addition to the \$75,000 in sale proceeds that would be
 18 released directly to CNB in exchange for its release from the scope of the CNB Financing
 19 Statement of the Westgate and Greenery partnership interests, the Debtor agreed to use a portion
 20 of the excess sale proceeds to be received by the Debtor to cure interest arrearages in the Debtor's
 21 obligations to CNB.

22 6. I had general communications with Mr. Bell and others at the Debtor with regard
 23 to the Westgate-Greenery Sale and the proceeds of sale that would be paid to CNB in exchange
 24 for the release by CNB from the scope of the CNB Financing Statement of its security interests in
 25 Greenery and Westgate. However, the first (and, I believe, only) specific communication I had
 26 with anyone concerning the proposed mechanics of the release of Westgate and Greenery from
 27 the scope of the CNB Financing Statement to permit the Westgate-Greenery Sale to be free and
 28

1 clear of CNB's security interest, or regarding the form of documentation to be used in connection
 2 with the releases required by the Debtor and the proposed Westgate-Greenery sale, was by way
 3 of an email, and attachments, from Mr. Bell dated January 8, 2009. By that message, Mr. Bell
 4 attached (i) two proposed UCC amendments related to the CNB Financing Statement, one of
 5 which referred to the partial release by CNB from the scope of the CNB Financing Statement of
 6 the Westgate partnership interest, and the other of which referred to the partial release by CNB
 7 from the scope of the CNB Financing Statement of the Greenery partnership interest, and (ii) two
 8 counterparts of proposed escrow instructions with respect to the delivery of such releases into
 9 escrow, one counterpart for Westgate and the Westgate UCC release and the other counterpart for
 10 Greenery and the Greenery UCC release. True and correct copies of Mr. Bell's January 8, 2009
 11 email and of its attachments are attached hereto, collectively, as Exhibit B. True and correct
 12 copies of these attachments, and a copy of a materially identical variation of the e-mail message
 13 itself, are also attached, collectively, as Exhibit B to the Litvak Declaration.

14 7. The escrow instructions and enclosures that Mr. Bell sent to me were to be
 15 returned to Renee Stevensen, First American Title Insurance Company, 1737 North First Street,
 16 Suite 100, San Jose, California 95112 as well as to Mr. Bell. CNB had no input and no influence
 17 regarding establishing an escrow for the Westgate-Greenery transactions at First American Title
 18 Insurance Company. The escrow was established by the Debtor or by the purchaser of the
 19 Westgate-Greenery partnership interests prior to preparation by the Debtor of the escrow
 20 instructions and enclosures that I was provided by Mr. Bell. Prior to receiving the escrow
 21 instructions and enclosures from Mr. Bell, I had never heard of Renee Stevensen, had never had
 22 any contact with Renee Stevensen, had never engaged Renee Stevensen as an escrow agent in
 23 these or in any other transactions. Other than the transmission to Renee Stevensen of the escrow
 24 instructions and enclosures that I received from Mr. Bell, I have had no contact with Ms.
 25 Stevenson regarding the Greenery-Westgate sales or the UCC amendments that I delivered to her
 26 with my escrow instructions.

27 8. Upon receiving the proposed escrow instructions and UCC amendments from Mr.
 28

1 Bell I forwarded them to counsel for review. I confirmed with counsel my understanding that the
2 UCC amendments that I received from Mr. Bell were sufficient to release from the scope of the
3 CNB Financing Statement CNB's security interests in the Greenery and Westgate partnership
4 interests being sold. I also confirmed my understanding that the escrow instructions pursuant to
5 which the UCC amendments were to be transmitted authorized the escrow to file the UCC
6 amendments only when the escrow held for the benefit of CNB \$37,500 each for the Greenery
7 and Westgate sales. Because only the "amendment" boxes of the UCC amendments were
8 checked, and because the description of collateral to be released was limited in one case to the
9 Greenery partnership interest and in the other case to the Westgate partnership interest, I did not
10 seek or receive advice concerning the effect of checking both the "amendment" box and the
11 "termination" box on the UCC amendments.

12 9. The proposed escrow instructions that I received from Mr. Bell were addressed to
13 the Debtor, care of Mr. Bell, and to Ms. Stevensen of First American Title Insurance Company.
14 After confirming my understanding of the legal effect of the UCC amendments, I caused each of
15 the Greenery and Westgate packages to be sent to Mr. Bell and to Ms. Stevensen in anticipation
16 of the closing of the Greenery-Westgate Sales. The materials that I caused to be sent to Mr. Bell
17 and Ms. Stevensen consisted of the two sets of escrow instructions, one for Greenery and the
18 other for Westgate signed by me, but in all other respects in exactly the form that Mr. Bell had
19 sent them to me. The materials that I caused to be sent to Mr. Bell and Ms. Stevensen also
20 included the UCC financing statement amendments, in exactly the form that Mr. Bell had
21 previously sent to me, each marked as an "amendment" and describing with particularity the
22 Greenery partnership interest and the Westgate partnership, respectively, to be released from the
23 scope of the CNB Financing Statement. Neither the Greenery nor the Westgate UCC amendment
24 that I caused to be delivered had the "termination" box checked in addition to the "amendment"
25 box.

26 10. I caused the each of the Greenery and Westgate packages to be sent by delivering
27 the escrow instructions, signed in the form provided to me by Mr. Bell, and the unsigned UCC
28

1 amendments, in the form provided to me by Mr. Bell, to the three administrative assistants who
 2 support the CNB Special Assets group with whom I work. I do not have a specific administrative
 3 assistant assigned to support me, and instead the entire Special Assets group shares the three
 4 administrative assistants to whom I delivered the Greenery and Westgate packages. I asked the
 5 administrative assistants to deliver the Greenery and Westgate packages to Mr. Bell and to Ms.
 6 Stevensen, each at their respective addresses designated on the instructions, by depositing each of
 7 the packages into the United States Postal Service Mail, consistent with CNB standard policies
 8 and practices. After I delivered the Greenery and Westgate packages to the administrative
 9 assistants, I had no further contact with Ms. Stevensen regarding the closing of the Greenery-
 10 Westgate sales. I did subsequently receive confirmation by Mr. Bell that the sales closed on or
 11 about January 16, 2009, and I received the \$75,000 release payments by wire transfer initiated by
 12 First American Title Insurance Company. True and correct copies of the instruction letters
 13 (identical to those I had received from Mr. Bell, except that I had signed them) are attached
 14 hereto, collectively, as Exhibit C, and are also attached as Exhibit C to the Litvak Declaration.
 15 True and correct copies of the financing statement amendments in the form that I enclosed them
 16 with these deliveries (again, identical in form to those that Mr. Bell had sent to me and which are
 17 attached hereto as Exhibit B, and without the termination boxes checked or any other alteration)
 18 are attached hereto again as Exhibit D, and are also attached as Exhibit D to the Litvak
 19 Declaration.

20 11. As indicated above, I caused the foregoing materials to be sent to Mr. Bell and to
 21 Ms. Stevensen as described in Paragraph 10 above by delivering the same to one of the
 22 administrative assistants that support the Special Assets group, and instructing that these
 23 materials be delivered to the addresses designated. The job functions of the administrative
 24 assistants are limited strictly to secretarial services such as typing, copying and mailroom
 25 services and do not permit or require any editing or modifying of my work product. Without
 26 limiting the foregoing, the administrative assistants who support the Special Assets group are not
 27 authorized to perform for me, or for any other employee of CNB, services involving the
 28

1 preparation or processing of UCC financing statements or amendments, much less, the alteration
2 or modification of any such materials prepared by others, and in fact do not perform such tasks. I
3 do not recall, and my administrative assistants have advised me that they do not recall, which of
4 them handled the delivery of these materials – nor would I expect anyone to remember the
5 specifics of a routine delivery task. Nevertheless, without regard to the specific identity of the
6 administrative assistant who assisted me in the delivery of these materials, based on my ordinary
7 and customary business practices and those of my administrative assistants, I have absolutely no
8 reason to suspect that the versions of the financing statement amendments that I delivered to Mr.
9 Bell and to Ms. Stevensen would have been altered before they left CNB to include the checking
10 of the termination boxes on the UCC amendments.

11 12. CNB was not involved in any way with the selection of the escrow agent, has not
12 engaged or employed the escrow agent, and has not had any contact whatsoever with the escrow
13 agent (either in writing or verbally) with regard to the filing of the subject financing statement
14 amendments or the Westgate-Greenery Sale, except for my delivery of the escrow instructions
15 and their enclosures as described in Paragraphs 6 and 7 above.

16 13. Except as set forth herein, and other than communications with CNB's legal
17 counsel regarding the appropriateness of Mr. Bell's January 8, 2009 e-mail message and its
18 attachments, I had no communication (written or verbal) with Mr. Bell, anyone else at the
19 Debtor, or any other person regarding the subject financing statement amendments, either
20 generally, or regarding specifically the checking of the termination boxes on the amendments. In
21 sum, I did not authorize the escrow agent or any other person to alter the financing statement
22 amendments I sent to the escrow agent and, in particular, I did not authorize anyone to check the
23 termination boxes on those amendments prior to the filing of them.

24 14. On or about February 6, 2009, I learned from CNB's legal counsel that on January
25 28, 2009, two UCC financing statement amendments referencing the CNB Financing Statement
26 had been filed with the Office of the California Secretary of State, and that the filed amendments
27 had the "termination" boxes checked but were otherwise in the form I had delivered into escrow
28

1 for the Greenery-Westgate transactions. Counsel advised me that he had located these
 2 termination statements after conducting a routine post-filing search to confirm the filing of
 3 another amendment to the CNB Financing Statement concerning the "Coventry" partnership
 4 interest. True and correct copies of the amendments, in the form that they appear in the Secretary
 5 of State's public records, are attached hereto, collectively, as Exhibit E, and are also attached to
 6 the Litvak Declaration, collectively, as Exhibit E.

7 15. In order to correct the official record of the Secretary of State regarding the CNB
 8 Financing Statement and the unauthorized filing of the UCC amendments for Greenery and
 9 Westgate which included not only the checked "amendment" box and a specific description of
 10 the released Greenery and Westgate collateral, but also contained checked "termination" boxes, I
 11 authorized CNB's legal counsel to file two additional UCC financing statement amendments.
 12 Counsel filed such corrective statements on February 6, 2009 filed they are attached hereto,
 13 collectively, as Exhibit F, and are also attached to the Litvak Declaration, collectively, as
 14 Exhibit G.

15 I declare under the penalty of perjury and the laws of the state of California that the foregoing
 16 is true and correct.

17
 18 Dated: June 11, 2009

/s/Jerry McDermott

JERRY MCDERMOTT, Declarant

1 FRANK T. PEPLER (SBN 100070)
2 T. SCOTT BUCEY (SBN 202657)
3 PEPLER MASTROMONACO LLP
4 100 First Street, 25th Floor
5 San Francisco, CA 94105
6 Telephone: (415) 978-9860
7 Facsimile: (415) 978-9862

8 Attorneys for City National Bank

9 UNITED STATES BANKRUPTCY COURT
10 FOR THE NORTHERN DISTRICT OF CALIFORNIA

11 In re

12 A.F. EVANS COMPANY, INC.,

13 Debtor.

Case No. 09-41727 EDJ

Chapter 11

EXHIBITS

14 TO DECLARATION OF JERRY
15 MCDERMOTT IN SUPPORT OF
16 MOTION OF CITY NATIONAL
17 BANK FOR ORDER REQUIRING
18 DEBTOR TO REMIT SALE
19 PROCEEDS OF COLLATERAL

Judge Jellen

Hearing Date: July 2, 2009

Time: 2:30 p.m.

Ctrm: 215

Exhibit A

Aug-09-04 10:46am From:AF EVANS DEVELOPMENT OAKLAND

+5108910004

T-306 P.003/003 F-467

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

A. F. Evans Company, Inc.
1000 Broadway, Suite 300
Oakland, CA 94607

04-1000359638

08/09/2004 13:48



SOS

FILED

CALIFORNIA
SECRETARY OF STATE

THE

UCC FILING

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

A. F. Evans Company, Inc.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

1000 Broadway, Suite 300

CITY

Oakland

STATE

CA

POSTAL CODE

94607

COUNTRY

1d. TAX ID #: SSN OR EIN

ADDL INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

Corporation

1f. JURISDICTION OF ORGANIZATION

CA

1g. ORGANIZATIONAL ID #, if any

☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #: SSN OR EIN

ADDL INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

City National Bank

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

150 California Street, 13th Floor

CITY

San Francisco

STATE

CA

POSTAL CODE

94111

COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

All Inventory, Accounts (Fees Receivable), General Intangibles, Equipment and Chattel Paper; whether any of the foregoing is owned now or acquired later; accessions, additions, replacements and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and other accounts proceeds).

Except Development Fees receivable from AFE-Evergreen limited partnership (a Washington L.P.). The remaining portion of the \$1,000,000 fee described in the development agreement dated September 7, 2000.

| | | | | | | |
|--|-----------------|---------------------|--|----------------|-------------|-------------------|
| 5. ALTERNATIVE DESIGNATION (if applicable) | LESSEEBLSSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAIOL | SELLER/BUYER | AG. LIEN | NON-UCC FILING |
| 6. THIS FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDED | Attach Addendum | if applicable | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) | ADDITIONAL FEE | All Debtors | Debtor 1 Debtor 2 |
| 8. OPTIONAL FILER REFERENCE DATA | | | | | | |

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

Exhibit B

From: McDermott, Jerry [mailto:Jerry.McDermott@cnb.com]
Sent: Thursday, January 08, 2009 2:23 PM
To: Frank Pepler
Subject: FW: A.F. Evans Company Ca UCC3.pdf
Importance: High

Please review and advise

Jerry McDermott
City National Bank
555 South Flower Street, 16th floor
Los Angeles, CA 90071
213-673-8928
Fax 213-673-8958

This message is intended only for the use of the addressee and may contain confidential, privileged information. If you are not the intended recipient, you may not use, copy or disclose any information contained in the message. If you have received this message in error, please notify the sender by reply e-mail and delete the message.

-----Original Message-----

From: Rick Bell - Corporate [mailto:rbell@afevans.com]
Sent: Thursday, January 08, 2009 2:11 PM
To: McDermott, Jerry
Cc: Natalia Williams - AF Evans Development, Inc.; Renée Stenesen; MLewis@fbm.com
Subject: FW: A.F. Evans Company Ca UCC3.pdf
Importance: High

Jerry attached are UCC releases and escrow instructions for Greenery and Westgate. We have separated them in case the closings are not simultaneous. At this point it looks like both will close tomorrow.

Please sign and submit to Renee at First American. Thank you.

Rick Bell
AF Evans Company, Inc
1000 Broadway, Suite 300
Oakland, CA 94607
Ph: 510.267.4682
Fx: 510.891.9004
rbell@afevans.com
www.afevans.com

January 8, 2009

AF Evans Company, Inc.
1000 Broadway, Suite 300
Oakland CA 94607
Attn: Rick Bell

First American Title Insurance Company
1737 North First Street, Suite 100
San Jose, CA 95112
Attn: Renee Stevensen

Re: Sale of General Partner Interests in Greenery Housing Associates, L.P. by AF Evans Company, Inc. ("Debtor")

Dear Mr. Bell and Ms. Stevensen.

Effective upon the receipt by First American Title Insurance Company (the "Title Company") of the purchase price for the above-referenced sale and the Title Company's confirmation to the undersigned that it is prepared to close such sale and in connection therewith deliver \$37,500 to the account of City National Bank as set forth in Exhibit A, City National Bank hereby releases all of its right, title and interest in the property described on Exhibit B and authorizes the filing of appropriate amendments to UCC Financing Statement No. 04-1000359638, filed with the Secretary of the State of California.

The Reliant Group, a California corporation, may rely upon the release and authorization set forth in this letter.

This letter shall be void and of no further effect if the above-referenced sale has not closed before the close of business on January 14, 2009.

CITY NATIONAL BANK

By _____

Its: _____

22149\1834631 1

EXHIBIT A
WIRING INSTRUCTIONS

22149\1834631 1

EXHIBIT B

All of the right, title and interest of Debtor and Debtor's affiliates in and to cash flow and other distributions, capital profits and losses, tax credits, and otherwise in and to Greenery Housing Associates, L.P., a California limited partnership, and Westgate Housing Associates, L.P., a California Limited partnership (collectively, the "**Partnerships**"), including but not limited to all allocations and distributions, all management, voting and other rights under any organizational and operational agreements, and all rights to any receivables relating to The Greenery apartment project in Woodland, California or the Westgate Gardens apartment project in Fresno, California or the Partnerships, including but not limited to deferred development fees, management fees, incentive management fees, fees payable under any real service agreements (except for current liabilities (less than 30 days old) owed to Evans Property Management, Inc in its capacity as property management aged for the Projects), partnership service agreements, or real estate brokerage agreements, member loans, voluntary loans, operating deficit loans, development deficit loans, credit adjustment notes, refunds of taxes, insurance, or any other overpayments made intentionally or unintentionally in any periods prior to January 8, 2009, and any other such receivables.

22149\1834631 1

January 8, 2009

AF Evans Company, Inc
1000 Broadway, Suite 300
Oakland CA 94607
Attn: Rick Bell

First American Title Insurance Company
1737 North First Street, Suite 100
San Jose, CA 95112
Attn: Renee Stevensen

Re: Sale of General Partner Interests in Westgate Housing Associates L.P. by AF Evans Company, Inc. ("Debtor")

Dear Mr. Bell and Ms. Stevensen:

Effective upon the receipt by First American Title Insurance Company (the "Title Company") of the purchase price for the above-referenced sale and the Title Company's confirmation to the undersigned that it is prepared to close such sale and in connection therewith deliver \$37,500 to the account of City National Bank as set forth in Exhibit A, City National Bank hereby releases all of its right, title and interest in the property described on Exhibit B and authorizes the filing of appropriate amendments to UCC Financing Statement No. 04-1000359638, filed with the Secretary of the State of California.

The Reliant Group, a California corporation, may rely upon the release and authorization set forth in this letter

This letter shall be void and of no further effect if the above-referenced sale has not closed before the close of business on January 14, 2009

CITY NATIONAL BANK

By _____

Its: _____

22149\1834631 1

EXHIBIT A
WIRING INSTRUCTIONS

22149\1834631 1

EXHIBIT B

All of the right, title and interest of Debtor and Debtor's affiliates in and to cash flow and other distributions, capital profits and losses, tax credits, and otherwise in and to Greenery Housing Associates, L.P., a California limited partnership, and Westgate Housing Associates, L.P., a California Limited partnership (collectively, the "Partnerships"), including but not limited to all allocations and distributions, all management, voting and other rights under any organizational and operational agreements, and all rights to any receivables relating to The Greenery apartment project in Woodland, California or the Westgate Gardens apartment project in Fresno, California or the Partnerships, including but not limited to deferred development fees, management fees, incentive management fees, fees payable under any real service agreements (except for current liabilities (less than 30 days old) owed to Evans Property Management, Inc. in its capacity as property management aged for the Projects), partnership service agreements, or real estate brokerage agreements, member loans, voluntary loans, operating deficit loans, development deficit loans, credit adjustment notes, refunds of taxes, insurance, or any other overpayments made intentionally or unintentionally in any periods prior to January 8, 2009, and any other such receivables.

22149\1834631 1

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

A.F. Evans Company, Inc.
1000 Broadway, Suite 300
Oakland, CA 94607

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

04-1000359638

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.☐ **CHANGE name and/or address:** Please refer to the detailed instructions in regards to changing the name/address of a party.☐ **DELETE name:** Give record name to be deleted in item 6a or 6b.☐ **ADD name:** Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

| | | | | |
|----|----------------------------|------------|-------------|--------|
| OR | 6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----|----------------------------|------------|-------------|--------|

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

| | | | | |
|----|----------------------------|------------|-------------|--------|
| OR | 7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----|----------------------------|------------|-------------|--------|

| | | | | |
|---------------------|------|-------|-------------|---------|
| 7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---------------------|------|-------|-------------|---------|

| | | | | |
|-----------------------------|-----------------------------------|--------------------------|----------------------------------|---------------------------------|
| 7d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any |
| | | | | <input type="checkbox"/> NONE |

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.Describe collateral ☒ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

All of the right, title and interest of Debtor and Debtor's affiliates in and to cash flow and other distributions, capital profits and losses, tax credits, and otherwise in and to Greenery Housing Associates, L.P., a California limited partnership, including but not limited to all allocations and distributions, all management, voting and other rights under any organizational and operational agreements, and all rights to any receivables relating to The Greenery apartment project in Woodland, California, including but not limited to deferred development fees, management fees, incentive management fees, fees payable under any real service agreements (except for current liabilities (less than 30 days old) owed to Evans Property Management, Inc. in its capacity as property management aged for the Project), partnership service agreements, or real estate brokerage agreements, member loans, voluntary loans, operating deficit loans, development deficit loans, credit adjustment notes, refunds of taxes, insurance, or any other overpayments made intentionally or unintentionally in any periods prior to January 8, 2009, and any other such receivables.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

City National Bank

| | | | | |
|----|----------------------------|------------|-------------|--------|
| OR | 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----|----------------------------|------------|-------------|--------|

10. **OPTIONAL FILER REFERENCE DATA**

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

| |
|---|
| A. NAME & PHONE OF CONTACT AT FILER (optional) |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) |
| A.F. Evans Company, Inc. 1000 Broadway, Suite 300 Oakland, CA 94607 |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

| | |
|---|--|
| 1a. INITIAL FINANCING STATEMENT FILE # 04-1000359638 | 1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. |
|---|--|

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

| | | | | |
|----------------------|-----------------------------------|--------------------------|----------------------------------|---------------------------------|
| 7d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any |
| | | | | <input type="checkbox"/> NONE |

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☒ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

All of the right, title and interest of Debtor and Debtor's affiliates in and to cash flow and other distributions, capital profits and losses, tax credits, and otherwise in and to Westgate Housing Associates, L.P., a California Limited partnership, including but not limited to all allocations and distributions, all management, voting and other rights under any organizational and operational agreements, and all rights to any receivables relating to Westgate Gardens apartment project in Fresno, California, including but not limited to deferred development fees, management fees, incentive management fees, fees payable under any real service agreements (except for current liabilities (less than 30 days old) owed to Evans Property Management, Inc. in its capacity as property management aged for the Project), partnership service agreements, or real estate brokerage agreements, member loans, voluntary loans, operating deficit loans, development deficit loans, credit adjustment notes, refunds of taxes, insurance, or any other overpayments made intentionally or unintentionally in any periods prior to January 8, 2009, and any other such receivables.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR City National Bank

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Exhibit C

January 8, 2009

AF Evans Company, Inc.
1000 Broadway, Suite 300
Oakland CA 94607
Attn: Rick Bell

First American Title Insurance Company
1737 North First Street, Suite 100
San Jose, CA 95112
Attn: Renee Stevensen

Re: Sale of General Partner Interests in Greenery Housing Associates, L P by AF
Evans Company, Inc. ("Debtor")

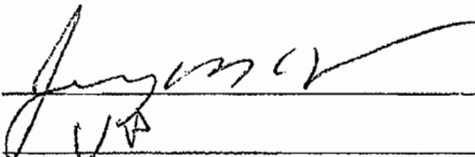
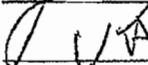
Dear Mr Bell and Ms Stevensen.

Effective upon the receipt by First American Title Insurance Company (the "Title Company") of the purchase price for the above-referenced sale and the Title Company's confirmation to the undersigned that it is prepared to close such sale and in connection therewith deliver \$37,500 to the account of City National Bank as set forth in Exhibit A, City National Bank hereby releases all of its right, title and interest in the property described on Exhibit B and authorizes the filing of appropriate amendments to UCC Financing Statement No. 04-1000359638, filed with the Secretary of the State of California

The Reliant Group, a California corporation, may rely upon the release and authorization set forth in this letter.

This letter shall be void and of no further effect if the above-referenced sale has not closed before the close of business on January 14, 2009

CITY NATIONAL BANK

By 
Its. 

22149\1834631 1

EXHIBIT A
WIRING INSTRUCTIONS

22149\1834631 1

EXHIBIT B

All of the right, title and interest of Debtor and Debtor's affiliates in and to cash flow and other distributions, capital profits and losses, tax credits, and otherwise in and to Greenery Housing Associates, L.P., a California limited partnership, and Westgate Housing Associates, L.P., a California Limited partnership (collectively, the "**Partnerships**"), including but not limited to all allocations and distributions, all management, voting and other rights under any organizational and operational agreements, and all rights to any receivables relating to The Greenery apartment project in Woodland, California or the Westgate Gardens apartment project in Fresno, California or the Partnerships, including but not limited to deferred development fees, management fees, incentive management fees, fees payable under any real service agreements (except for current liabilities (less than 30 days old) owed to Evans Property Management, Inc. in its capacity as property management aged for the Projects), partnership service agreements, or real estate brokerage agreements, member loans, voluntary loans, operating deficit loans, development deficit loans, credit adjustment notes, refunds of taxes, insurance, or any other overpayments made intentionally or unintentionally in any periods prior to January 8, 2009, and any other such receivables.

2214911834631 1

January 8, 2009

AF Evans Company, Inc.
1000 Broadway, Suite 300
Oakland CA 94607
Attn: Rick Bell

First American Title Insurance Company
1737 North First Street, Suite 100
San Jose, CA 95112
Attn: Renee Stevensen

Re: Sale of General Partner Interests in Westgate Housing Associates L.P. by AF Evans Company, Inc. ("Debtor")

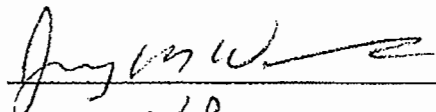
Dear Mr. Bell and Ms. Stevensen:

Effective upon the receipt by First American Title Insurance Company (the "Title Company") of the purchase price for the above-referenced sale and the Title Company's confirmation to the undersigned that it is prepared to close such sale and in connection therewith deliver \$37,500 to the account of City National Bank as set forth in Exhibit A, City National Bank hereby releases all of its right, title and interest in the property described on Exhibit B and authorizes the filing of appropriate amendments to UCC Financing Statement No. 04-1000359638, filed with the Secretary of the State of California

The Reliant Group, a California corporation, may rely upon the release and authorization set forth in this letter

This letter shall be void and of no further effect if the above-referenced sale has not closed before the close of business on January 14, 2009

CITY NATIONAL BANK

By 
Its: VP

2214911834631 :

EXHIBIT A
WIRING INSTRUCTIONS

22149\1034631 1

EXHIBIT B

All of the right, title and interest of Debtor and Debtor's affiliates in and to cash flow and other distributions, capital profits and losses, tax credits, and otherwise in and to Greenery Housing Associates, L.P., a California limited partnership, and Westgate Housing Associates, L.P., a California Limited partnership (collectively, the "Partnerships"), including but not limited to all allocations and distributions, all management, voting and other rights under any organizational and operational agreements, and all rights to any receivables relating to The Greenery apartment project in Woodland, California or the Westgate Gardens apartment project in Fresno, California or the Partnerships, including but not limited to deferred development fees, management fees, incentive management fees, fees payable under any real service agreements (except for current liabilities (less than 30 days old) owed to Evans Property Management, Inc. in its capacity as property management aged for the Projects), partnership service agreements, or real estate brokerage agreements, member loans, voluntary loans, operating deficit loans, development deficit loans, credit adjustment notes, refunds of taxes, insurance, or any other overpayments made intentionally or unintentionally in any periods prior to January 8, 2009, and any other such receivables.

22149\1834631 1

Exhibit D

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

A.F. Evans Company, Inc.
1000 Broadway, Suite 300
Oakland, CA 94607

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

04-1000359638

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor ☒ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.☐ DELETE name: Give record name to be deleted in item 6a or 6b.☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☒ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

All of the right, title and interest of Debtor and Debtor's affiliates in and to cash flow and other distributions, capital profits and losses, tax credits, and otherwise in and to Westgate Housing Associates, L.P., a California Limited partnership, including but not limited to all allocations and distributions, all management, voting and other rights under any organizational and operational agreements, and all rights to any receivables relating to Westgate Gardens apartment project in Fresno, California, including but not limited to deferred development fees, management fees, incentive management fees, fees payable under any real service agreements (except for current liabilities (less than 30 days old) owed to Evans Property Management, Inc. in its capacity as property management agent for the Project), partnership service agreements, or real estate brokerage agreements, member loans, voluntary loans, operating deficit loans, development deficit loans, credit adjustment notes, refunds of taxes, insurance, or any other overpayments made intentionally or unintentionally in any periods prior to January 8, 2009, and any other such receivables.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

City National Bank

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

A.F. Evans Company, Inc.
1000 Broadway, Suite 300
Oakland, CA 94607

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

04-1000359638

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
☐ REAL ESTATE RECORDS.

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.☐ **CHANGE** name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.☐ **DELETE** name: Give record name to be deleted in item 6a or 6b.☐ **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

| | | | | |
|----|----------------------------|------------|-------------|--------|
| OR | 6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----|----------------------------|------------|-------------|--------|

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

| | | | | |
|----|----------------------------|------------|-------------|--------|
| OR | 7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----|----------------------------|------------|-------------|--------|

| | | | | |
|---------------------|------|-------|-------------|---------|
| 7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---------------------|------|-------|-------------|---------|

| | | | | |
|-----------------------------|-----------------------------------|--------------------------|----------------------------------|---------------------------------|
| 7d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any |
| | | | | <input type="checkbox"/> NONE |

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.Describe collateral ☒ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

All of the right, title and interest of Debtor and Debtor's affiliates in and to cash flow and other distributions, capital profits and losses, tax credits, and otherwise in and to Greener Housing Associates, L.P., a California limited partnership, including but not limited to all allocations and distributions, all management, voting and other rights under any organizational and operational agreements, and all rights to any receivables relating to The Greener apartment project in Woodland, California, including but not limited to deferred development fees, management fees, incentive management fees, fees payable under any real service agreements (except for current liabilities (less than 30 days old) owed to Evans Property Management, Inc. in its capacity as property management agent for the Project), partnership service agreements, or real estate brokerage agreements, member loans, voluntary loans, operating deficit loans, development deficit loans, credit adjustment notes, refunds of taxes, insurance, or any other overpayments made intentionally or unintentionally in any periods prior to January 8, 2009, and any other such receivables.

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9a. ORGANIZATION'S NAME

City National Bank

| | | | | |
|----|----------------------------|------------|-------------|--------|
| OR | 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----|----------------------------|------------|-------------|--------|

10. **OPTIONAL FILER REFERENCE DATA**

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Exhibit E

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

| |
|---|
| A. NAME & PHONE OF CONTACT AT FILER (optional) |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) |
| A.F. Evans Company, Inc. 1000 Broadway, Suite 300 Oakland, CA 94607 |



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

| | |
|---|--|
| 1a. INITIAL FINANCING STATEMENT FILE # 04-1000359638 | 1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/> |
| 2. <input checked="" type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement. | |
| 3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law. | |
| 4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9. | |
| 5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable). | |
| 6. CURRENT RECORD INFORMATION: | |
| 6a. ORGANIZATION'S NAME | |
| OR | 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX |
| 7. CHANGED (NEW) OR ADDED INFORMATION: | |
| 7a. ORGANIZATION'S NAME | |
| OR | 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX |
| 7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY | |
| 7d. SEE INSTRUCTIONS | 7e. TYPE OF ORGANIZATION |
| ADD'L INFO RE ORGANIZATION DEBTOR | 7f. JURISDICTION OF ORGANIZATION |
| 7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE | |

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral ☒ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

All of the right, title and interest of Debtor and Debtor's affiliates in and to cash flow and other distributions, capital profits and losses, tax credits, and otherwise in and to Westgate Housing Associates, L.P., a California Limited partnership, including but not limited to all allocations and distributions, all management, voting and other rights under any organizational and operational agreements, and all rights to any receivables relating to Westgate Gardens apartment project in Fresno, California, including but not limited to deferred development fees, management fees, incentive management fees, fees payable under any real service agreements (except for current liabilities (less than 30 days old) owed to Evans Property Management, Inc. in its capacity as property management agent for the Project), partnership service agreements, or real estate brokerage agreements, member loans, voluntary loans, operating deficit loans, development deficit loans, credit adjustment notes, refunds of taxes, insurance, or any other overpayments made intentionally or unintentionally in any periods prior to January 8, 2009, and any other such receivables.

| | | | |
|--|----------------------------|------------|--------------------|
| 9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment. | | | |
| 9a. ORGANIZATION'S NAME City National Bank | | | |
| OR | 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME SUFFIX |

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

A.F. Evans Company, Inc.
1000 Broadway, Suite 300
Oakland, CA 94607

0971859885

01/28/2009 17:00



FILED

CALIFORNIA
SECRETARY OF STATE

19891850002 UCC 3 FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

04-1000359638

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

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☐ CHANGE name and/or address. Please refer to the detailed instructions in regards to changing the name/address of a party.☐ DELETE name. Give record name to be deleted in item 6a or 6b.☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADD INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☒ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

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9a. ORGANIZATION'S NAME

City National Bank

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Exhibit F

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]T. Scott Bucey
415-738-3342**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**Pepler Mastromonaco LLP
100 FIRST STREET
25TH FLOOR
San Francisco, CA 94105
USA

DOCUMENT NUMBER: 19988460002

FILING NUMBER: 09-71869896

FILING DATE: 02/05/2009 17:01

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY**1a. INITIAL FINANCING STATEMENT FILE #**

04-1000359638

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.**2. ☐ TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.**3. ☐ CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.**4. ☐ ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.**5. AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.☐ DELETE name: Give record name to be deleted in item 6a or 6b.☐ ADD name: Complete item 7a or 7b, and also item 7c**6. CURRENT RECORD INFORMATION:****6a. ORGANIZATION'S NAME**

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:**7a. ORGANIZATION'S NAME**

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE

INSTRUCTIONS

ADD'L DEBTOR INFO

7e. TYPE OF ORGANIZATION**7f. JURISDICTION OF ORGANIZATION****7g. ORGANIZATIONAL ID#, if any**☐ NONE**8. AMENDMENT (COLLATERAL CHANGE):** check only one box.Describe collateral ☐ deleted or ☐ added, or give entire ☒ restated collateral description, or describe collateral ☐ assigned.

In respect of that UCC Amendment filed as document no. 0971859849, Secured Party authorized only the release from initial financing statement 04-1000359638 of all right, title and interest of the Debtor and the Debtor's affiliates in and to the cash flow and other distributions from the Westgate Housing, L.P., as specifically provided in Paragraph 8 of document no. 0971859849 and Secured Party did not and does not authorize the termination pursuant to Paragraph 2 of document no. 0971859849 of initial financing statement 04-1000359638 or other amendment or modification to such initial financing statement.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendmentauthorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this amendment.**a. ORGANIZATION'S NAME**

city national bank

OR

b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

1664-0009

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]T. Scott Bucey
415-738-3342**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**Pepler Mastromonaco LLP
100 FIRST STREET
25TH FLOOR
San Francisco, CA 94105
USA

DOCUMENT NUMBER: 19988460003

FILING NUMBER: 09-71869898

FILING DATE: 02/05/2009 17:03

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY**1a. INITIAL FINANCING STATEMENT FILE #**

04-1000359638

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.**2. ☐ TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.**3. ☐ CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.**4. ☐ ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.**5. AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.☐ **CHANGE** name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. ☐ **DELETE** name: Give record name to be deleted in item 6a or 6b. ☐ **ADD** name: Complete item 7a or 7b, and also item 7c**6. CURRENT RECORD INFORMATION:****6a. ORGANIZATION'S NAME**

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MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:**7a. ORGANIZATION'S NAME**

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ADD'L DEBTOR INFO

7e. TYPE OF ORGANIZATION**7f. JURISDICTION OF ORGANIZATION****7g. ORGANIZATIONAL ID#, if any**☐ NONE**8. AMENDMENT (COLLATERAL CHANGE):** check only one box.Describe collateral ☐ deleted or ☐ added, or give entire ☒ restated collateral description, or describe collateral ☐ assigned.

In respect of that UCC Amendment filed as document no. 0971859885, Secured Party authorized only the release from initial financing statement 04-1000359638 of all right, title and interest of the Debtor and the Debtor's affiliates in and to the cash flow and other distributions from the Greenery Housing Associates, L.P., as specifically provided in Paragraph 8 of document no. 0971859885 and Secured Party did not and does not authorize the termination pursuant to Paragraph 2 of document no. 0971859885 of initial financing statement 04-1000359638 or other amendment or modification to such initial financing statement.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this amendment.

a. ORGANIZATION'S NAME

city national bank

OR

b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

1664-0009

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